

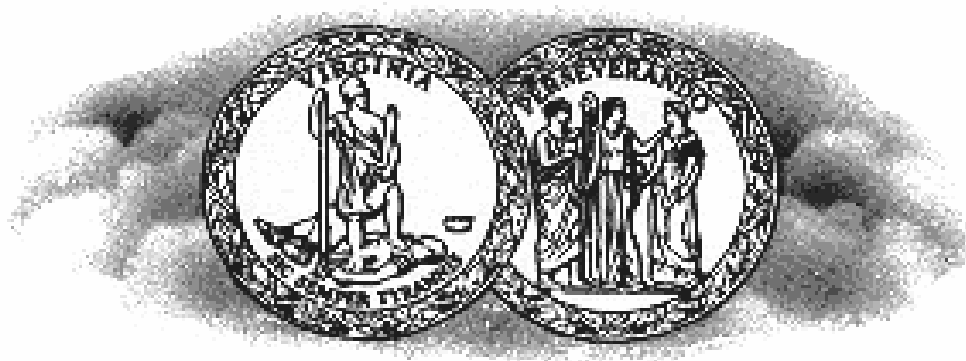
COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

Issued on behalf of the Bureau of Insurance

Request For Proposals # BOI-07-003

Insurance Agent Examinations and Related Services



VIRGINIA STATE CORPORATION COMMISSION
TYLER BUILDING
PO BOX 1197
RICHMOND, VIRGINIA 23218-1197

Issue Date: February 23, 2007

Sealed Proposals Shall be Received Until 2:00 P.M., March 12, 2007

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia* §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSALS

Issue Date: February 23, 2007

RFP #BOI-07-003

Title: Insurance Agent Examinations and Related Services

Commodity Code: 90783

Issuing Agency: COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
COMMISSION COMPTROLLER'S OFFICE
1300 E. MAIN STREET
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: June 1, 2007 Through May 31, 2010 – Renewable for three (3) one-year options

Sealed Proposals Will Be Received Until 2:00 p.m., March 12, 2007 For Furnishing the Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To: Ann Sells, State Corporation Commission, Phone: (804) 371-2123, fax: (804) 371-9836, or e-mail: Ann.Sells@scc.virginia.gov.

IF PROPOSALS ARE MAILED, SEND TO:

Ann Sells, CPPB, VCO
State Corporation Commission
Office of Commission Comptroller
PO Box 1197
Richmond, VA 23218-1197

IF PROPOSALS ARE HAND DELIVERED,
DELIVER DIRECTLY TO:

Ann Sells, CPPB, VCO
State Corporation Commission
Office of Commission Comptroller
Tyler Bldg., 1300 E. Main St., 7th Floor
Richmond, VA 23219

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers and Agrees to Furnish the Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Zip Code: _____

FEI/FIN NO.: _____

Telephone Number: (____) _____

FAX No: () _____

Date: _____

By: _____

(Signature in Ink)

Name: _____

(Please Print)

Title: _____

E-mail:

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I. PURPOSE:

The purpose and intent of this Request For Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation to purchase provider testing services to administer certain examination requirements related to the licensing of insurance agents and consultants for the State Corporation Commission (SCC), through its Bureau of Insurance (BOI). The number of examinations to be administered annually is expected to be approximately 13,000 – 15,000 (ref. Appendix E & F for 2005-2006 breakdowns by month and by type of exam)

II. PROPOSAL INQUIRIES/POINT OF CONTACT:

All inquiries concerning this RFP must be submitted in writing by email or US mail and are limited to the single-point-of-contact (SPOC) indicated below, citing the RFP title, RFP number, Page, Section, and Paragraph. To ensure timely and adequate consideration of all proposals, potential Offerors are to limit all contact, whether verbal or written, pertaining to this RFP, to the designated SPOC for the duration of the RFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror's proposal.

SPOC E-Mail: ann.sells@scc.virginia.gov

SPOC Tele #: (804) 371-2123

The SCC assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt. No verbal responses will be provided.

Inquiries must be received by the SPOC no later than five (5) business days prior to the proposal due date. Questions received later than this date will not be considered properly submitted and will not be considered. The SCC intends to issue a written response via email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

III. BACKGROUND:

The BOI is responsible for regulation of insurance companies, agencies, and agents in the Commonwealth of Virginia (Virginia). Regulation ensures that citizens of Virginia are provided with access to adequate and reliable insurance protection; that the companies selling policies are financially sound to support payment of claims; that the agents selling company policies are competent and conduct their business according to statutory and regulatory requirements, as well as acceptable standards of conduct; and that the insurance policies are of high quality, understandable and reasonably priced.

An important function of the BOI is the administration of licensing examinations for specified types of insurance agent licenses. In order to assure that insurance agents are competent and knowledgeable in the insurance business and that such agents conduct their activities according to acceptable standards of business conduct, it is essential that the license examination process be conducted in a thorough and efficient manner.

The BOI is organized into four divisions: Financial Regulation, Life and Health Market Regulation, Property and Casualty Market Regulation, and Agents Regulation and Administration.

Additional information about the State Corporation Commission's BOI can be found at <http://www.scc.virginia.gov/division/boi/>

IV. GLOSSARY OF TERMS:

The following terms and definitions apply to this RFP and any resulting contract:

Contractor – The term “Contractor” refers to the person/firm awarded a contract to provide the goods/services required in this solicitation.

Examination Review Committee (ERC) - A committee comprised of local and national volunteer individuals actively engaged in the insurance business for purposes of participating in activities such as assisting, reviewing and/or updating local and national job analyses, insurance exam content outlines for all examinations, new or revised examination questions, etc.

Examination Review Workshop - Workshop held in Richmond, Virginia and attended (no less than once per year) by the Examination Review Committee (ERC), Bureau of Insurance (BOI) and the Provider of Testing Services to include, but not limited to, reviewing, updating and assisting with local and National job analyses, exam content outlines, examination items, etc.

Offeror – The term “Offeror” refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

Schedule of Events – System changes, office relocations, office closings, etc.

Shall/Must - The terms "Shall" and "Must" indicate a mandatory requirement of this RFP. Mandatory requirements are required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Until – Up to the time of or before a specified time.

V. STATEMENT OF NEEDS:

The SCC desires to contract for services with a professional insurance testing organization to develop, evaluate, administer, maintain, and revise examinations that accurately measure the knowledge, skills, and abilities required of entry level insurance agents and consultants. There are six separate examinations currently designed and given: Property and Casualty; Personal Lines; Life and Annuities; Health; Life & Health; and Title although license types subject to examination may increase or decrease during the course of the contract or the renewal periods anticipated under the contract.

A. The Contractor shall:

1. Create, coordinate and assure appropriate levels of membership for a local and national Examination Review Committee (ERC) comprised of volunteer individuals actively engaged in the insurance business. Schedule and hold an Examination Review Workshop, no less than once per year, with the BOI and the ERC in Richmond, Virginia, with all expenses paid by the Contractor. ERC responsibilities include, but are not limited to, assisting with reviewing and updating:
 - Local and National job analyses
 - Content outlines
 - Examination items
2. Create all examination questions, including new or revised, based upon new or amended Virginia or Federal laws and regulations. When practicable, submit all new and revised questions to the ERC, reserving for the BOI, final approval of all new or revised questions.
3. With the assistance of the ERC and the BOI, create, and update annually, appropriate content outlines for the different examinations, permitting the BOI to exercise complete and final approval of the content outlines;
4. Provide an entry level multiple-choice examination for each of the license examination types required. The Contractor shall recommend an appropriate number of questions for each examination and shall make concrete recommendations as to the appropriate means for determining whether a candidate has achieved a passing grade on the examination;
5. Make concrete recommendations and justifications to the BOI throughout the course of the Contract term on appropriate levels of difficulty of examination items and make concrete recommendations regarding changes in pass/fail ratios and the overall level of difficulty of each examination;
6. Deliver examinations through a “user-friendly” automated testing system which has:
 - The ability to provide appointments for examination candidates within five (5) business days.
 - The ability to administer examinations to persons with special needs, including personnel trained to accommodate special examination requests for persons who cannot take the examination in its conventional form.
7. Excluding holidays, offer examinations Monday through Friday, and on an as needed basis to meet the BOI’s needs for flexible exam testing. Additionally, extending weekday and/or weekend hours, at a minimum, in the following geographical locations as well as other sites required by the BOI (some geographical locations such as Northern Virginia and Tidewater may need more than one testing site):
 - Richmond

- Roanoke
 - Bristol
 - Northern Virginia
 - Tidewater Area
8. Update the Virginia and national-specific job analysis at least biennially, with input from and subject to the approval by the BOI and the ERC
 9. Provide the BOI with examination results and certain agreed-upon demographic data, within one (1) business day of the examination, in a format acceptable to the BOI, via an automated process.
 10. Subject to the BOI approval as to form and content, develop, print and distribute, no less often than once per year, comprehensive Licensing Information Bulletins at no charge to the BOI, the examination candidates or the pre-licensing course providers. Bulletins shall contain content outlines for the various examinations, and other relevant information and forms as the BOI may require. A draft of the Licensing Bulletin must be provided to the BOI for its approval no later than three weeks after conclusion of the annual Examination Review Workshop.
 11. Provide quality customer service, to both the BOI and to those interested in registering for and taking the examinations. Such service shall include, but is not limited to the following:
 - Allow potential testing candidates to view available exam test dates electronically (on-line) without requiring prior payment and scheduling of an exam.
 - Access during regular business hours for candidates and BOI personnel to communicate with knowledgeable and responsive staff of the Contractor;
 - Provide access to the Contractor's testing site(s) through the Internet, toll-free telephone number(s), Interactive Voice Response (IVR), Fax (for fax back) and other user-friendly technologies with appropriate links to any BOI site on the Internet;
 - Availability of information, forms and other materials to candidates;
 - Provide the BOI with specific point-of-contact information for individual(s), including account managers, responsible for administering any resulting contract and for each test site to include name(s), telephone number(s) (office and cellular), fax number(s) and email address(s);
 - Acknowledge all emails and telephone calls within one business day;
 - As soon as known, immediately provide the BOI with an e-mail notification of any conflicts or changes that affect Virginia candidates;
 - Maintain a log of candidate complaints or conflicts at the examination test sites, which shall be submitted by e-mail on a monthly basis to the BOI;
 - Provide the BOI with a Schedule of Events by email for all Virginia processes.

12. At least once per year, hold a meeting, at the Contractor's expense, for interested members of the public to address issues of concern, be apprised of the status of the testing program, learn of modifications to the program for the coming year and pass/fail ratios statistics for each exam type for the previous calendar year and up to the current date.
13. Maintain, at Contractor's expense, testing sites in Virginia that are:
 - Located in quality facilities, with emphasis on ease of access by automobile;
 - Professionally staffed by qualified, trained staff who stress and demonstrate customer service;
 - Readily accessible and properly equipped for the physically challenged, giving every reasonable consideration to meeting each candidate's needs in compliance with the Americans With Disabilities Act;
 - Selected and maintained in a professional manner to ensure a satisfactory environment for examination administration;
 - Providing an established system of examination site supervision that ensures site administrators are competent and consistent in providing accurate information with an emphasis on customer service;
 - Available for inspection by the BOI, at any time, provided appropriate authorization has been acquired.
14. Permit candidates to take Virginia examinations at testing sites located in other states and report results to the candidate(s) and to the BOI in the same manner as if the examination had been administered at a Virginia location.
15. Conduct, on an ongoing basis, a survey of examination candidates, in a manner and form approved by the BOI, to determine satisfaction with the examination process, including quality of information provided, the registration process, quality of the registration and administration staff, quality of the testing facility, the examination process, and the examination itself. The results of such surveys shall be provided to the BOI on a quarterly and annual basis and be presented in a manner that separates positive, neutral, and negative responses, giving primary emphasis to the responses that are better than neutral.
16. Ensure the content and administration of the examinations is subjected at all times to stringent security measures designed and implemented to protect the integrity of the examination items and the overall examination process. The Contractor shall ensure that appropriate procedures are in place (that includes immediate notification to the BOI) in the event a breach of security by a candidate is discovered. Should a security breach occur, the Contractor shall allow the testing service staff to be available, at the Contractor's expense, if needed to testify at any required administrative proceedings involving examination irregularities.
17. Work in cooperation with the Virginia Insurance Continuing Education Board Contractor to coordinate information that BOI may deem to be relevant to both the testing and continuing education programs.

18. File an annual written report with the BOI outlining the number of tests given for each testing site, the pass/fail ratio for each license category, and a comparison to other states similarly situated as Virginia. The Contractor shall provide any other reports as designated by the BOI.

VI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offeror must submit a complete response to this RFP. Proposal shall be submitted as required in Section VI, C. 1 (Format) and 2 (Organization) and as requested below, so marked, and sealed separately as follows:
 - a. One (1) complete **original** proposal contained in a single three (3) ring binder (do not include pricing) and one (1) **CD** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
 - Offeror name
 - *“Original Proposal”*
 - RFP #BOI-07-003
 - b. One (1) complete copy of **redacted copy** of original proposal (removing any proprietary data or material) contained in a single three (3) ring binder (do not include pricing) and one (1) CD of the same. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
 - Offeror name
 - *“Redacted Copy of Original Proposal”*
 - RFP #BOI-07-003
 - c. Five (5) **copies** of the Original proposal (do not include pricing) contained in single three (3) ring binders. Clearly indicate the following on the sealed package and on each of the three (3) ring binders:
 - Offeror name
 - *“Original Proposal Copies”*
 - RFP #BOI-07-003
 - d. One (1) complete **Pricing** proposal contained in a single three (3) ring binder and one (1) **CD** of the same in a Microsoft compatible file format. Clearly indicate the following on the sealed package, the three (3) ring binder and the CD:
 - Offeror Name
 - *“Pricing Proposal”*
 - RFP #BOI-07-003

No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. The proposal shall be signed by a person(s) legally authorized to bind the Offeror to a contract. The proposal must contain the legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the Offeror. The Offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.
- b. All information requested should be submitted. Failure to submit all information requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the RFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- e. Upon award, the selected Offeror shall provide to the SCC one (1) CD in any Microsoft compatible file format, one (1) bound hard copy of the entire RFP response to include any negotiated changes and one (1) bound hard copy redacted of the same removing all proprietary information or material.

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate your capabilities to provide the required services.

1. Specific Plans (Proposal) – Offeror must provide specific plans for providing the proposed services to include a written narrative:

- a) To demonstrate the Offeror's understanding of the requirements requested in section V, Statement of Needs;
- b) To demonstrate Offeror's experience in organizing and working with an Examination Review Committee;
- c) That describes Offeror's experience, qualifications and expertise in providing Insurance Agent Examinations and related services;
- d) To address each item contained on the Offeror Data Sheet (reference Appendix A).
- e) To address how Offeror proposes to meet each specific requirement in the Statement of Needs (Section V, 1 through 19), including Offeror's capability and experience in providing each of the requirements;
- f) To describe how additional examination sites will be provided if and when required by the BOI, elaborating on any instances in which Offeror has experience in doing this for other customers and the specifics (e.g. time required, availability of staff, selection of testing site, etc);
- g) To address how Offeror proposes to produce Licensing Information Bulletins that allows flexibility in the size, format, and number of pages that may be required by the BOI, including example(s) of bulletins previously produced by Offeror for other customers;
- h) To describe Offeror's network capacity to successfully accommodate 100 examinations over a three-day period at each proposed test site.
- i) To include any advantages Offeror has over its competition including any services Offeror currently provides or plans to utilize in the near

future that are unique within the industry and could be advantageous to the SCC;

- j) To identify all staff, including management personnel and account managers, responsible for the relationship between the Offeror and the SCC, and those staff members who will provide the services requested in this solicitation in the event of a contract award (if any), to include:
 - Complete names, business and cellular telephone numbers, fax numbers and email addresses
 - Description of relevant experience of each and their qualifications
 - Resumes for each of the proposed staff
 - The function(s) or portion of service each proposed staff member will perform, the percentage of their time allocated for each staff member to perform the service or function(s), and if staff member's time is designated as primarily technical, supervisory, oversight, consulting, etc.
- k) To demonstrate Offeror and its staff's in-depth knowledge of insurance and the insurance industry, and experience and expertise with insurance agent examination development and testing;
- l) To demonstrate Offeror's capability to monitor changes in Virginia Law and regulations as well as applicable Federal law and regulations, and recommend revisions, additions and deletions to the content outlines and examination items on a schedule to be agreed to by both parties;
- m) To demonstrate Offeror's capability, where appropriate, to make examination items Virginia-specific, and to construct, in a timely manner, new or revised Virginia-specific items when needed;
- n) To describe Offeror's ability to immediately insert new examination items and/or remove examination items without disruption to the examination process;
- o) To demonstrate Offeror's ability to provide each candidate with a unique (varying questions for each exam type) examination, while demonstrating that the overall difficulty levels of each unique examination will be comparable to avoid unfair discrimination among candidates.
- p) To demonstrate Offeror's ability to provide at no cost to each candidate, immediately following completion of an exam, a document indicating the candidate's total exam score, the pass or fail status, and an indication in performance for up to twenty (20) subsections of each examination;

- q) To demonstrate Offeror's ability to implement new or substantially restructured content outlines and examinations in the event that statutory changes result in the need for new examinations and/or new levels of difficulty of examinations;
- r) To describe and demonstrate Offeror's ability to provide the BOI with direct electronic access capability (acceptable to the BOI), in real time, to view specific candidate registration and examination data, as well as general registration and examination statistics;
- s) To describe the facilities and their location along with the equipment offeror proposes to use in providing the services requested in this solicitation;
- t) To demonstrate Offeror's relationship with Insurers, Rate Service Organizations and other state regulatory agencies or their affiliates that the Offeror or its predecessor has worked for in a professional capacity during the last five years. For each firm listed, briefly describe the nature of the professional relationship and the impact of this relationship on the testing service's ability to serve the BOI.
- u) To describe how Offeror proposes to assist in the transition from the current testing service provider to their testing site(s) to be fully operational by **June 1, 2007**, if Offeror cannot meet this timeframe, elaborate on the earliest timeframe Offeror can be fully operational. Describe all steps involved in the plan to make the transition non-disruptive while acknowledging and reconciling issues related to revenues/expenses allocation and accounting, transfer of records, distribution of mail, telephone calls, and other interactions between the Offeror and the current testing service provider.
- v) To include any additional information Offeror feels is relevant to this RFP. Offerors are encouraged to discuss any creative approaches in providing the requested services and address any aspects of their offering or capability to provide the requested services in such a manner that would enhance efficiency and/or reduce costs.
- w) To describe Offeror's capability to provide or develop (within the next twelve (12) months) a "one stop" licensing process that includes the capability to provide electronic exam scheduling, electronic application completion, testing, fingerprinting, and the electronic transmission of the insurance license to the agent. The SCC desires to move in this direction in the early future.

2. **PRICING PROPOSAL** – Offeror shall submit any and all fee(s) to be charged and collected from the examination candidates and include relevant information that supports the reasonableness of the fees charged and collected. The Contractor shall be compensated solely through fees charged to the examination

candidates and collected by the testing service. Such fees shall be set forth in the Offeror's Pricing Proposal. There will be no money paid by the BOI to the Contractor as a result of this contract.

C. SPECIFIC PROPOSAL FORMAT/ORGANIZATION/IDENTIFICATION

1. Proposal Format - Offerors are required to follow the Proposal Format for paper submissions and include all items indicated under Proposal Organization (reference 2. below) in their proposals:
 - Provide proposal in a three-ring binder
 - Printed on white paper with dimensions of 8.5" X 11" with right and left margins of one (1) inch
 - Use Times New Roman font with size of twelve (12).
 - All proposal sections must be separated by tabs to indicate specific proposal sections as requested in section 2 below.
 - All pages of the proposal should be numbered.
 - Each paragraph in the proposal should reference the paragraph number of the corresponding section, sub-letter, and repeat the text of the requirement as it appears in the RFP.
 - If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.
 - Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted as directed in section 2 below and designated as additional material.
 - Proprietary or trade secret data or material (if any) must be specifically identified by including the specific proposal section(s) and page number(s) to be protected and state the reasons why protection is necessary (see § 2.2-4342 F of the *Code of Virginia*).
 - Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
2. Proposal Organization – Proposals should adhere to the following outline and should not include any items not identified in the outline.

Original Proposal Organization - Binder 1

- Tab 1 – Original RFP with Cover page (completed and signed) and Addenda (if any)
- Tab 2 – Table of Contents
- Tab 3 – Proprietary Data - Listing of Proprietary Data referencing specific proposal section, page numbers and reasons protection is needed (See § 2.2-4342 F of the *Code of Virginia*).
- Tab 4 – Glossary of Terms and Abbreviations

- Tab 5 – Executive Summary
- Tab 6 – Responses to Section V, Statement of Needs
- Tab 7 – Responses as outlined and required in Section VI. B, *Specific Proposal Instructions* (1a-v).
- Tab 10 – Offeror Data Sheet - (Appendix A)
- Tab 11 – Appendix C – Completed W-9 form
- Tab 12 – Additional Material

Pricing Proposal Format - Binder 2

Tab 1 - Pricing Proposal with supporting documentation.

3. Identification of Proposal Envelope(s): - The signed *Original* Proposal, *Redacted* copy of Original Proposal, *Copies* of Proposal and *Pricing* Proposal are required to be submitted in **separate sealed envelope(s) or package(s) for each and identified as follows:**

From: _____	<u>March 12, 2007</u>	<u>Until 2:00 PM</u>
Name of Offeror	Due Date	Time
_____	<u>#BOI-07-003</u>	
Street or Box Number	RFP NO.	
*Contents: _____		
(indicate contents of envelope as either Original Proposal, Redacted Copy of Original Proposal, Copies of Original Proposal and Pricing Proposal.)		
_____	<u>Bureau of Insurance Information System</u>	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Ann Sells, CPPB, VCO

The envelope should be addressed as directed on Page 2 of the solicitation and identified as directed above. If a proposal is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation (ref page 2). No other correspondence or other proposals should be placed in the envelope.

VII. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria

Proposals shall be evaluated by the SCC using the following criteria:

1. Demonstrated experience and expertise of Offeror and proposed staff in providing required services
2. References
3. Transition & Implementation Plan
4. Overall suitability of proposal
5. Agreement with terms and conditions
6. Financial Viability of Offeror/Company
7. Price

Points assigned to each criteria will be posted prior to 2:00 p.m., March 12, 2007, on the following websites: www.eva.virginia.gov and www.scc.virginia.gov and on the second floor of the SCC (Tyler Building), 1300 E. Main Street, Richmond, Virginia.

B. Award of Contract

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

VIII. REPORTING REQUIREMENTS:

The Contractor shall provide the following reports in an acceptable schedule and format to the BOI:

- 1) An annual report outlining the number of tests given for each testing site, the pass/fail ratio for each license category, and a comparison to other states similarly situated as Virginia (ref Section V, #18).
- 2) The Examination Candidates Survey Report (ref Section V, #15) on a quarterly and annual basis.
- 3) Any other reports as designated by the BOI.

- 4) Scheduled conference calls on a monthly or more frequent basis between the testing service's program manager and BOI staff for the purpose of discussing issues or concerns of mutual interest.

IX. TENTATIVE SCHEDULE OF EVENTS:

	ACTIVITY	DATE
1.	Issue Request For Proposals	February 23, 2007
2.	Last Day To Receive Written Questions	March 02, 2007
3.	Proposals Due Until 2:00 PM	March 12, 2007
4.	Proposal Review and Negotiations	TBD*
5.	Contract Award	TBD*
6.	Contract Date	TBD*

*To be determined

- X. PREPROPOSAL CONFERENCE:** The preproposal conference has been waived and will not be held for this solicitation. Offerors are encouraged to submit any questions or clarifications as directed in Section II. of this RFP.

XI. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state, and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded

with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors), or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a

determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges that it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION,

ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the SCC.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The SCC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject

to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of*

Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employers Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site www.eva.state.va.us, the SCC's web site <http://www.scc.virginia.gov/>, and on the 2nd floor of the Tyler Building, 1300 East Main Street, Richmond, Virginia, for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on a specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a

reasonable period of time after the date of his objection, access to equivalent goods, services or disbursements from an alternative provider.

- U. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the SCC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

XII. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the State Corporation Commission will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The SCC, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. CANCELLATION OF CONTRACT: The SCC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the cancellation.
- D. CONFIDENTIALITY OF INFORMATION:
Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether the material is the SCC's, or other manufacturer, vendor, or distributor to which Contractor or Contractor's personnel may gain access while engaged by the SCC or while on SCC premises. Revealing, copying or using in any manner whatsoever any such contents unless authorized of the SCC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the Contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the Contractor following any termination. Contractor shall advise all Contractor's agents, employees, successors, assigns and subcontractors that are engaged by the SCC of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by the Offeror, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.
- E. CONFLICT OF INTEREST: The SCC reserves the right to determine if a conflict of interest exists between the Contractor, an insurer, managed care organization, health care facility, other state regulatory agency or their affiliates. The Contractor shall

continue to disclose during the term of the contract to the SCC any situations in which potential conflict of interests could arise, present the facts of the situation and offer an opinion as to whether the situation involves a conflict. The Contractor shall agree to accept the decision of the SCC as to whether or not a conflict exists.

- F. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>March 12, 2007</u>	<u>Until 2:00 P.M.</u>
Name of Offeror	Due Date	Time
_____	<u>BOI-07-003</u>	
Street or Box Number	RFP No.	
_____	<u>Insurance Agent Examinations & Related Services</u>	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Ann Sells

The envelope should be addressed as directed on Page 2 of the solicitation. If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- G. INDEPENDENT CONTRACTOR: Any offeror awarded a contract under this RFP shall be considered an independent contractor, and neither the offeror, nor personnel employed by the offeror, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.
- H. LIABILITY AND INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the SCC, its officers, commissioners and employees ("SCC") from and against any and all third party claims, or direct damages suffered by the SCC, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the SCC to the extent such Claims in any way relate to, arise out of or result from: (i) any act or omission of any Contractor employee or Subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Deliverables or the service(s), or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Deliverables or service(s). Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement must be satisfactory to the SCC.

- I. MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, telephone number, total dollar amount subcontracted and type of product/service provided.
- J. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for three successive one-year periods under the terms and conditions of the original contract except as stated herein. Written notice that the SCC intends to exercise its option shall be given approximately ninety (90) days prior to the expiration date of each contract period. If the SCC elects to exercise the option to renew the contract for subsequent one-year renewal periods, the Contractor may request a contract increase for each additional one-year period, however, in no case shall the contract price(s) for succeeding one-year period(s) exceed the price(s) of the prior year, increased or decreased by more than the percentage increase or decrease “*other services*” category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, Table 4, for the latest twelve months for which statistics are available.
- Any increase in price shall be determined solely by the SCC and in accordance with the above. Any request for a change in price shall be submitted in writing by the Contractor justifying the added value or need in accordance with the above. Upon approval by the SCC, any such change in price shall become effective at the beginning of the next calendar month following the end of the full 30 day notification period.
- K. SCC POLICIES, STANDARDS AND PROCEDURES: The Contractor agrees to comply with all pertinent SCC policies, standards, and procedures. If the contractor is unable to comply with all pertinent SCC policies, standards, and procedures, it is the responsibility of the contractor to bring this fact to the attention of the SCC, in writing, and to recommend an alternative solution. The decision concerning relief from or changes to a policy, standard, or procedure will be made by the SCC and communicated to the contractor in writing.
- L. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the SCC. In the event the Contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the SCC the names, qualifications and experience of its proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
- M. SEVERABILITY: Each paragraph and provision of this RFP is severable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

- N. TERM OF CONTRACT: The Contract term shall be for a three (3) year period and is effective and legally binding as of the effective signing date by the SCC (reference Appendix B, Standard Contract)
- O. TRAVEL EXPENSES: All travel expenses incurred in the performance of this Contract shall be the responsibility of the Contractor.

XIII. PRICING SCHEDULE:

Offeror shall propose fee(s) in separate Pricing Proposal for examination testing services to be charged to and collected from test candidates.

XIV. METHOD OF PAYMENT:

The Contractor shall be compensated solely through fees charged to the examination candidates and collected by the Contractor. Such fees shall be set forth in the Contract. No money will be paid by the BOI to the Contractor as a result of this contract.

XV. APPENDICES:

- A. Offeror Data Sheet
- B. Sample Contract Form
- C. W-9/Request for Taxpayer Identification Number and Certification
- D. Area Map
- E. Breakdown of examinations administered by type, FY 2005-2006
- F. Breakdown of examinations by month and by type, FY 2005-2006

APPENDIX A

OFFEROR DATA SHEET (To Be Completed by Offeror)

Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

Offeror Corporate Overview

1. Years in business: Indicate the length of time you have been in business providing this type of service:
_____years _____months.
2. Background and Experience: Provide background and experience in this market.
3. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
4. Organization & Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC's stated needs and requirements. Organizational charts are helpful supplements to your explanations.
5. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
6. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
7. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution.

Financial Information:

8. Total Annual Revenue: State total annual revenue. Indicate the revenues associated with the provision of services relevant to your proposal.
9. Dun and Bradstreet Comprehensive Report.
10. Annual Reports: Include your most recent annual report or Audited Financial Statements if you are a privately held entity.

References:

11. Customer References: The Offeror must demonstrate a proven record of successfully providing services similar to those defined in Section V to customers of similar scope and complexity. The references must be from past and/or current commercial or government accounts and state insurance departments where Offeror is or has provided insurance related testing services in the past, including the SCC if applicable. The Offeror shall provide three references, with contact names, email addresses, phone number and service descriptions (specific services provided),

which the SCC may use in reference checking. If your firm has provided the requested services to the SCC in the past, the SCC must be listed as a reference.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them. Indicate whether any commercial, government or state insurance contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

Offeror Reference # 1 Organization/Company Name _____

Period of Performance (Contract) From _____ through _____
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

Offeror Reference # 2 Organization/Company Name _____

Period of Performance(Contract) From: _____ through _____
(Beginning Date) (Ending Date)

Contact Names(s)	Email	Phone Number	Service Description

Offeror Reference # 3 Organization/Company Name _____

Period of Performance (Contract) _____ through _____
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

APPENDIX B

COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

STANDARD CONTRACT

Contract Number: RFP # _____

This contract entered into this ___ day of _____, by _____ hereinafter called the “Contractor” and Commonwealth of Virginia, State Corporation Commission called the “SCC.”

WITNESSETH that the Contractor and the SCC, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the SCC as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____, with _____ - year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions
 - (c) The Special Terms and Conditions including any modifications
 - (d) Addenda (if any)
- (3) The Contractor’s Proposal dated _____ and the following negotiated modifications to the Proposal and their date, all of which documents are incorporated herein.
- (4) Clarifications to Contractor’s Proposal

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: _____

APPENDIX C

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. <i>Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</i>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;">Social security number</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;"> <div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div> </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; text-align: center;"> <div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div> </td> </tr> </table>		Social security number	<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>	or	Employer identification number	<div style="display: flex; justify-content: space-around;"> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> <div style="border-bottom: 1px solid black; width: 20px; height: 20px;"></div> </div>
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Part II	Certification
Under penalties of perjury, I certify that: <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien). 	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)	

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



APPENDIX D

Directions to the Tyler Building

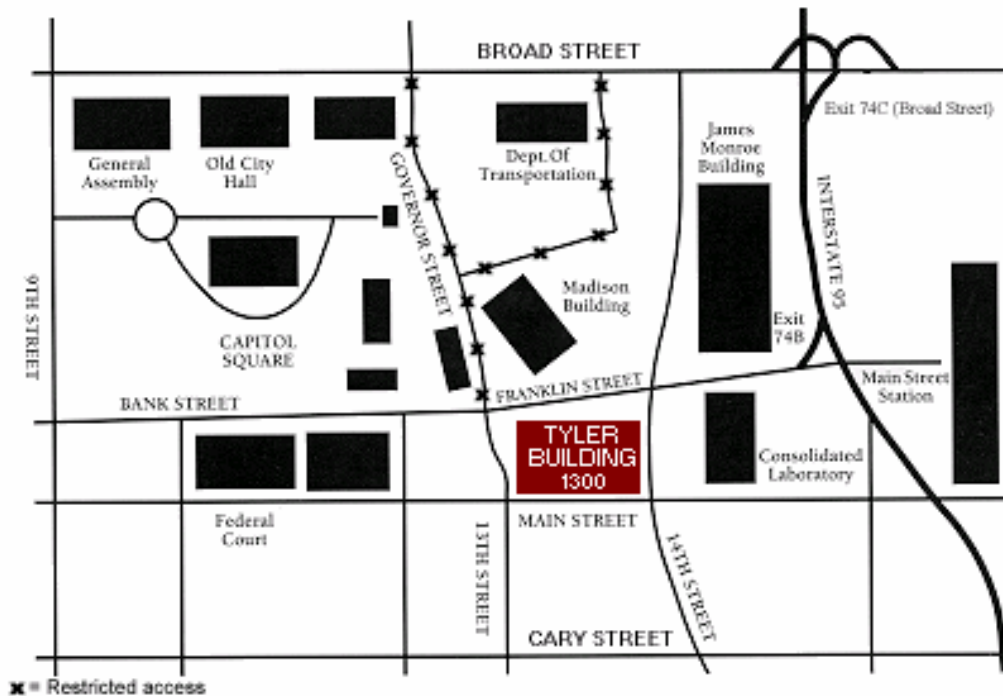
Approaching Richmond from the NORTH: Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the WEST: Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

Approaching Richmond from the EAST: Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.

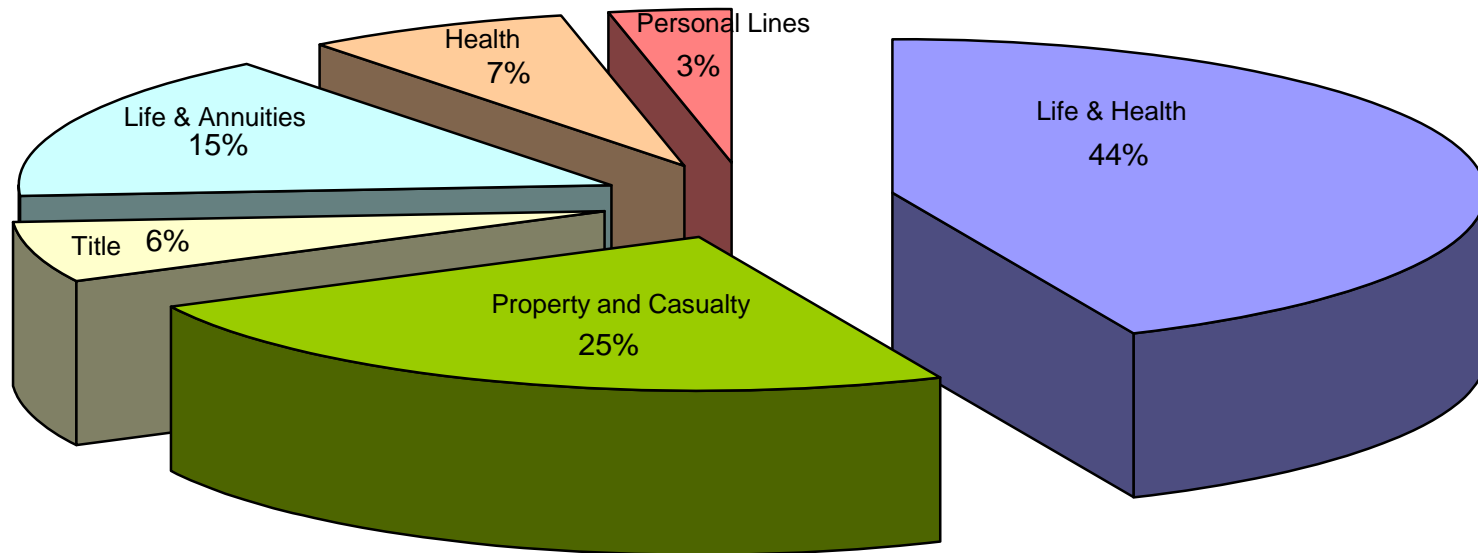
Approaching Richmond from the SOUTH: Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.

From the RMA Downtown Expressway (Rt. 195): - Take Rt. 195 South into Richmond (through 50-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.



APPENDIX E

AGENTS LICENSING SECTION LICENSING EXAMS BY TYPE Fiscal Year 2005-2006 (Total Exams Given - 14,123)



APPENDIX F

AGENTS LICENSING SECTION MONTHLY LICENSING EXAM STATISTICS BY TYPE Fiscal Year 2005-2006

